

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**UNICORN GLOBAL, INC., HANGZHOU  
CHIC INTELLIGENT TECHNOLOGY  
CO., LTD., AND SHENZHEN UNI-SUN  
ELECTRONIC CO., LTD.,**

*Plaintiffs,*

**v.**

**GOLABS, INC., d/b/a GOTRAX,  
WALMART INC., WAL-MART STORES  
TEXAS, LLC, AND WAL-MART.COM  
USA LLC,**

*Defendants.*

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**GOLABS, INC., d/b/a GOTRAX,**

*Counterclaimant ,*

**v.**

**UNICORN GLOBAL, INC., HANGZHOU  
CHIC INTELLIGENT TECHNOLOGY  
CO., LTD., AND SHENZHEN UNI-SUN  
ELECTRONIC CO., LTD.,**

*Counterdefendants.*

**CIVIL ACTION NO. 3:20-CV-  
02023**

**JURY TRIAL DEMANDED**

**DECLARATION OF REID THORNTON IN SUPPORT OF  
DEFENDANTS' MOTION TO SEVER AND STAY ACTION AGAINST WALMART**

I, Reid Thornton, declare and state as follows:

1. I submit this declaration in the above-identified case in support of Walmart's Motion to Sever and Stay. I make this declaration on personal, firsthand knowledge, and if called as a witness, would testify competently thereto.
2. I am a Buyer for merchandise at Walmart stores. My responsibilities include identifying new products for Walmart to sell and facilitating Walmart's product ordering process.
3. I understand that Walmart is a customer of Golabs, Inc. d/b/a Gotrax ("Golabs").
4. Walmart purchased, and continues to purchase, the following hoverboard products from Golabs: Hoverfly ION, SRX, SRX PRO, Gotrax 654-2 and Gotrax Remix. Walmart has offered and continues to offer the Hoverfly ION, SRX, SRX PRO, Gotrax 654-2 and Gotrax Remix for sale.
5. Walmart previously purchased Hoverfly ECO and Hoverfly XL hoverboard products. Walmart has offered the Hoverfly ECO and Hoverfly XL for sale.
6. Walmart did not, and does not, design, manufacture, or import the Hoverfly ION, SRX, SRX PRO, Gotrax 654-2, Gotrax Remix, Hoverfly ECO, and Hoverfly XL hoverboard products.
7. I have been informed that Walmart will agree to be bound by any findings of fact and conclusions of law as determined by this Court in the above-captioned case with respect to whether the Hoverfly ION, SRX, SRX PRO, Gotrax 654-2, Gotrax Remix, Hoverfly ECO, and Hoverfly XL hoverboard products (collectively, "the Accused Products") infringe U.S. Patent Nos. 10,167,036 and 10,597,107 (collectively, "the patents-in-suit"), and with respect to whether the patents-in-suit are valid and enforceable, subject to appeal.

8. I have been informed that Walmart agrees to cooperate in providing an accounting of its sales of the Accused Products if Plaintiffs prevail on the issue of infringement with respect to the patents-in-suit, and to be available for a deposition on the issue of willfulness if Plaintiffs prevail on the issue of infringement with respect to the patents-in-suit, the stay is lifted, and Walmart is required to provide an accounting of sales of Accused Products.
9. I have been informed that Golabs has agreed to indemnify Walmart if this Court determines in a final judgment in this action, subject to appeal, that any of Golabs's Hoverfly ION, SRX, SRX PRO, Gotrax 654-2, Gotrax Remix, Hoverfly ECO, and Hoverfly XL hoverboard products sold by Walmart infringes any valid, enforceable patent-in-suit.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this declaration was executed in Bentonville, Arkansas on

September \_\_, 2020.

9/9/2020 | 10:24 CDT

By: Reid Thornton

Reid Thornton